

# TERMS OF SALE AGREEMENT

**Effective Date:** 12/05/2025

**Last Updated:** 12/10/2025

This Terms of Sale Agreement (“Agreement”) is issued by Restore MyoHealth LLC DBA Restore MyoHealth Myofunctional Therapy (“Company,” “we,” “us,” or “our”) and governs all purchases made through our website located at [www.restoremyohealth.com](http://www.restoremyohealth.com) (the “Site”) or through any authorized sales platform or checkout page operated by the Company.

By placing an order through the Site, you (“Customer” or “you”) agree to be bound by this Agreement in its entirety. If you do not agree to the terms, do not proceed with any purchase.

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## I. ACCEPTANCE OF TERMS AT POINT OF SALE

### 1.1 Binding Agreement.

By checking out, clicking “Pay Now,” or submitting payment details, you affirm that:

- You are legally authorized to use the selected payment method;
- You have reviewed the full product listing and refund terms;
- You are entering into a legally binding agreement with the Company.

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## II. PRODUCT TYPES COVERED

This Agreement applies to all products sold by the Company, including but not limited to:

- **Digital Products:** templates, downloads, PDFs, guides, courses, or digital tools
- **Services:** consulting, coaching, or live session access

Each product may include additional disclaimers, usage rights, or licensing terms which are incorporated into this Agreement by reference.

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## III. PAYMENT TERMS

### **3.1 Authorization.**

By submitting your payment information, you authorize the Company (or its third-party processor) to charge the full purchase amount, including taxes and fees, to your selected payment method.

### **3.2 Currency.**

All transactions are processed in USD unless otherwise noted.

### **3.3 Taxes & Duties.**

You are responsible for any applicable sales tax, VAT, customs duties, or similar charges based on your location or shipping region.

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## **IV. REFUNDS & CANCELLATION POLICY**

### **4.1 Service Packages and Bookings.**

For coaching, consulting, or service-based bookings/packages, refund requests will only be considered for the following:

- The refund request is submitted at least **48 hours before the scheduled Complete Assessment booking date.**
- The refund request is submitted **within 3 days** of Therapy Package purchase.
- Late cancellations or no-shows are **non-refundable**

By **scheduling** your first Orofacial Myofunctional Therapy appointment, you acknowledge:

- You are **not entitled to a refund**, reversal, or chargeback.

See our [\*\*Refund Policy\*\*](#) for full terms.

### **4.2 Chargebacks.**

Initiating a chargeback without contacting us to resolve a legitimate issue is a violation of this Agreement and may result in:

- Immediate account suspension
- Termination of services

- Reporting to payment platforms and merchant networks

We reserve the right to contest any chargeback with documentation, including proof of access and this signed or implied agreement.

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## **V. DELIVERY OF PRODUCTS**

### **5.1 Service Packages and Bookings.**

Communications will be initiated for scheduling purposes electronically via email, account dashboard, or login portal immediately or within 24 hours after successful payment.

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## **VI. PRICING & PROMOTIONS**

### **6.1 Final Pricing.**

Prices are listed at the time of checkout and are **non-negotiable**. Promotional codes must be applied at checkout and **cannot be retroactively applied**.

### **6.2 Price Adjustments.**

We do not offer price adjustments for prior purchases if a product later goes on sale or changes in price.

### **6.3 Bundles & Bonuses.**

Free bonuses or add-ons included in bundles are promotional in nature and carry no standalone value or refund credit.

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## **VII. LICENSE & PERMITTED USE**

### **7.1 Usage Rights.**

All products sold or downloaded (especially digital materials) are protected under copyright law. Unless otherwise stated in a License of Use Agreement:

- You may use the product for **personal use only**
- You may **not** copy, share, resell, or redistribute any portion of the product

- Unauthorized distribution constitutes copyright infringement and may be pursued legally

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## **VIII. DISCLAIMERS & LIABILITY LIMITATIONS**

### **8.1 No Warranties.**

Products are provided “as is” and without warranties of any kind unless explicitly stated. The Company does not guarantee outcomes, results, or suitability for your specific goals.

### **8.2 Limitations of Liability.**

To the fullest extent permitted by law, the Company shall not be liable for:

- Indirect, incidental, or consequential damages
- Loss of profits, data, or business opportunities
- Any amount exceeding the original purchase price paid by the customer

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## **IX. GOVERNING LAW & DISPUTE RESOLUTION**

### **9.1 Jurisdiction.**

This Agreement shall be governed by and construed under the laws of the State of Missouri, without regard to conflict of law principles.

### **9.2 Arbitration Clause.**

All disputes shall be resolved by **binding arbitration** under the rules of the American Arbitration Association (AAA). You waive the right to participate in any class action proceeding.

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## **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between you and the Company regarding the purchase of any product. It supersedes all prior oral or written communications.

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## **XI. CONTACT INFORMATION**

For all inquiries related to your purchase, please contact:

**Restore MyoHealth LLC**

Email: [restoremyohealth@gmail.com](mailto:restoremyohealth@gmail.com)

Mailing Address: 9905 N Wayne Ave Kansas City, MO 64155

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